

IRRIGATION AND POWER DEPARTMENT

The 10th January, 1974

No. 5344-5PWII-73/1471.—Whereas it appears to the Governor of Haryana that land specified below is needed by the Government, at public expense, for a public purpose, namely, for the construction of 33 K. V. sub-section at Jalmana, tehsil and district Karnal by the Haryana State Electricity Board, it is hereby notified that the land in the locality specified below is likely to be required for the above purpose.

This notification is made under the provision of section 4 of the Land Acquisition Act, 1894, to all whom it may concern.

In exercise of the powers conferred by the aforesaid section, the Governor of Haryana is hereby authorises the Land Acquisition Collector, Public Works (Irrigation and Power) Department, Ambala with such officer and officials as may be considered necessary for the purpose by him, to enter upon and survey any land in the locality and do all other acts required or permitted by that section.

Any person interested who has any objection to the acquisition of land in the locality may within a period of thirty days of the publication of this notification, file an objection, if any, in writing before the Land Acquisition Collector, P.W. (Irrigation and Power) Department, 396, Model Town, Ambala City.

SPECIFICATION

District	Tehsil	Locality/ Village & H. B. No.	Area in acres	Description of Area		Remarks
				Rect. No.	Khasra No.	
Karnal	Karnal	Jalmana, H. B. No. 64	A. K. M. 5—0—13	126	7/2, 13, 14, 17, 18, 23, 24/1	The land is situated on the right hand side of the path to village Tharri

P. P. CAPRIHAN,
Commissioner and Secy.

REVENUE DEPARTMENT

The 11th January, 1974

No. 165-AR(LA)-74/1102.—The Governor of Haryana is pleased to constitute an advisory committee consisting of the following members in connection with the work relating to the utilization of surplus land under the Haryana Ceiling on Land Holdings Act, 1972 :—

1. Shri Chiranji Lal, Revenue Minister .. Chairman

Non-Official Members

2. Shri Sultan Singh, M.P. .. Member
3. Shri Phool Chand, M.L.A., (Mulana) .. Member
4. Shri Phool Singh Kataria, M.L.A. (Rohat) .. Member
5. Shri Tika Jagjit Singh, M.L.A. .. Member
6. Rao Dalip Singh, M.L.A. .. Member

Official Members

7. Financial Commissioner, Revenue, Haryana .. Member
8. Secretary to Government, Haryana, Revenue Department .. Member
9. Secretary to Government, Haryana, Agriculture Department .. Member
10. Deputy Secretary to Government, Haryana, Revenue Department .. Secretary

2. The terms of reference of this committee shall be as under :—

(1) To review the progress made in the utilization of surplus land by the Government under the Utilization of Surplus Areas Scheme framed under Section 15 (2) of the Haryana Ceiling on Land Holdings Act, 1972.

(2) To give suggestions to the Government relating to completion of this work at the earliest.

3. The Headquarters of the committee shall be at Chandigarh. The members, *ex-officio* as well as non-officials coming to attend the meeting from outside will draw T.A. as under :—

(a) The Legislators in their *ex-officio* capacity under Punjab Legislative Assembly (Allowances of Members) Act, 1942, and the Rules made thereunder as in force at present or may be amended hereafter.

(b) The Travelling Allowance admissible to a Member of Parliament, in respect of journeys performed by rail will be the same as is admissible to the Members of the State Legislature appointed in an *ex-officio* capacity, less one 1st Class fare for journeys by rail to and fro.

(c) The expenditure on account of T.A. Bills of the Members of the Legislature will be paid by the Revenue Department. The T.A. Bills of the Members of the Legislature will, however, be countersigned by the Secretary, Haryana, Vidhan Sabha.

(d) The Travelling Allowance for attending the meetings of the Committee shall be allowed to the members from their permanent place of residence to the place of meeting. If, however, a member attends a meeting from a place other than the place of his permanent residence, T.A. shall be allowed to him either from the place of his residence or from where he attends the meeting whichever is less.

(e) The expenditure on account of T.A., etc., of the members of the committee will be debitable to the head "19—G.A.-B-Zonal Council (n) Board of Revenue (n-1) Financial Commissioner and Establishment for the year 1973-74.

4. The tenure of the committee shall be for a period of one year from the date of its constitution.

Chandigarh :

S.D. BHAMBRI,

Dated, the 11th January, 1974. }

Financial Commissioner, Revenue, and Secy.

LABOUR DEPARTMENT

The 9th January, 1974

No. 269-4Lab-74 1019.—In pursuance of the provisions of Section 17 of the Industrial Disputes Act, 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following award of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/s Om Weaving Factory, Bahalgarh Road, Sonapat :—

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA,
ROHTAK

Reference No 95 of 1972

between

SHRI PRITHI SINGH AND THE MANAGEMENT OF M/S OM WEAVING FACTORY, BAHALGARH
ROAD, SONEPAT

Present.—

Shri Sagar Ram Gupta and Rajinder Singh, for the workman.

Shri R.C. Sharma, for the management.

AWARD

Shri Prithi Singh, concerned workman was in the service of M/s Om Weaving Factory, Bahalgarh Road, Sonapat as a Weaver since 3rd February, 1971. The management allegedly terminated his services w.e.f. 1st July, 1972. He raised a demand for reinstatement and payment of back wages where upon conciliation proceedings were initiated which, however, ended in failure.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana referred the above dispute for adjudication to this court, in exercise of the powers conferred by clause (c) of sub-section (i) of Section 10 of the Industrial Disputes Act, 1947, *vide* order No. ID/RK/184-B-71/9455-59, dated 14th March, 1972, with the following term of reference.—

“Whether the termination of services of Shri Prithi Singh was justified and in order? If not, to what relief is he entitled?”

The parties have put in their respective written statements. The contention of the management is that,— as a matter of fact, this workman was a habitual absentee and when he did not report for duty continuously for a number of days, without any proper authorisation, his name had to be struck off the rolls in accordance with the condition of his service, his appointment being only on probation for 4 months although the period of probation was further extendable. A plea of final payment of his dues has also been raised.

The workman has controverted the above allegations of the management and urged in the statement of claim filed in the case that the management had illegally terminated his services without any notice charge-sheet or justification and he was, therefore, entitled to be reinstated with continuity of his previous service and full back wages.

From the pleadings of the parties the issue that arose for determination in the case was precisely the same as per the term of reference stated above.

Shri P.N. Bhatia, Factory Manager has himself come into the witness-box as M.W. 1 and brought on record the letter of appointment of the workman concerned containing the terms of his appointment Ex. M.1 and letter dated 8th October, 1971 by the workman asking the management for the settlement of his account Ex. M. 2. He has fully supported the aforesaid plea of the management regarding the habitual absence from duty of the workman. According to him, he remained absent from duty from 4th February, 1971 to 9th March, 1971 and then on 11th, 14th, 15th, 16th, 21st, 22nd, 23rd, 26th, 27th and 29th March, 1971, 5th June, 1971 and finally from 22nd to 30th June, 1971 and his name was, therefore, struck off the rolls w.e.f. 1st July, 1971.

Shri Prithi Singh workman concerned has made his own statement and placed reliance upon 4 documents, namely, letter dated 13th August, 1971 Ex. W. 1., A.D. receipt Ex. W. 2, letter dated 5th October, 1971 Ex. W. 3 and postal receipt Ex. W. 4. According to him he had never remained absent from duty as alleged by the management nor had he ever asked the management to settle his account. On the contrary, he has referred to his letter dated 5th October, 1971 and 13th August, 1971 protesting against the termination of his services without any justification. While admitting the letter of his appointment Ex. M. 1 he has expressed his ignorance about its contents.

The case has been fully argued on both sides and I have given a very careful consideration to the facts on record. The plea of the management that this workman was a habitual absentee appears to be correct and I do not find any reasonable ground to disbelieve the statement on oath made by the Factory Manager M.W. 1 on this point. There is no allegation, much less proof, that the management had any malafides against him. According to term No. 7 of the contract of his service,—*vide* his letter of appointment Ex. M. 1 his services automatically stood terminated if he remained absent from duty without any proper authorisation. Ex. M. 1 is signed by him and he is bound by all the terms of the appointment contained in this letter. Ignorance, they say, is a bliss when it is folly to be wise. So his now saying that he was not aware of the contents of the very terms of his appointment, as contained in the letter Ex. M. 1 signed by him, does not carry any weight.

There is another aspects of the case which deserves consideration here. According to the management, he had asked for the final settlement of his account,—*vide* his letter dated 8th October, 1971 Ex. M. 2 and the relevant endorsements on this document would show that he had been paid his dues in full. The entry regarding final payment of Rs 92/80 to him on 20th October, 1971 in pursuance of his letter dated 8th October, 1971 referred to above appears in the Wages Payment Register and is signed by him. He has no doubt referred to his letters, dated 13th August, 1971 and 5th October, 1971 protesting against the termination of his services but, in view of the facts discussed above, no significance can be attached to these letters when the management has fully succeeded in establishing his case that he was a regular absentee and had on his own request got his account settled and dues received.

For the reasons aforesaid, the issue involved in the case is decided against the workman concerned and the award is made accordingly holding the termination of his services as being justified and in order with the result that he is not entitled to any relief. There shall be no order as to costs.

Dated 28-12-73.

O.P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 15, dated 2nd January, 1974

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments, Chandigarh as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer.
Labour Court, Haryana,
Rohtak.

No. 270-4-Lab-74/1021.—In pursuance of the provisions of section 17 of the Industries disputes Act 1947 (Act No. XIV of 1947), the Governor of Haryana is pleased to publish the following ward of the Presiding Officer, Labour Court, Haryana, Rohtak in respect of the dispute between the workmen and the management of M/s Rajinder Weaving Factory, Bahalgarh Road, Sonapat.

BEFORE SHRI O.P. SHARMA, PRESIDING OFFICER, LABOUR COURT, HARYANA, ROHTAK

Reference No. 27 of 1972

between

SHRI RAM SINGH AND THE MANAGEMENT OF M/S RAJINDER WEAVING FACTORY, BAHALGARH ROAD, SONEPAT

Present :

Shri Saga. Ram Gupta ad Rajinder Singh for the workman.

Shri R. C. Sharma for the management.

AWARD

Shri Ram Singh concerned workman was in the service of M/s Rajinder Weaving Factory, Bahalgarh Road, Sonapat with effect from 13th January, 1971 as a Parwinder at Rs 3.50 per day as per the letter of his appointment Exhibit M. 1. The management allegedly terminated his services without any justification with effect from 23rd July, 1971. Feeling aggrieved, he raised a demand for reinstatement but without success. Conciliation proceedings started on his demand notice dated 5th October, 1971 which forms part of the present reference also ended in failure.

On receipt of the failure report from the Conciliation Officer, the Governor of Haryana, in exercise of the powers conferred by clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 referred the dispute for adjudication to this Court,—vide order No. ID/RK/139-A-71/298, dated 5th January, 1972, with the following terms of reference :—

“Whether the termination of services of Shri Ram Singh was justified and in order ? If not, to what relief is he entitled ?”

The parties have put in their respective written statements. According to the management, this workman had remained absent from duty from 16th July, 1971 to 23rd July, 1971 without any proper authorisation and his name was, therefore, struck off the rolls in accordance with the terms of his appointment as contained in the letter of appointment Exhibit M. 1 on record. On the other hand, the workman has controverted the above allegation of the management and stated that he had never absented himself from duty and the management had refused him work without any justification.

From the pleadings of the parties, the following issues arose for determination in the case :—

(1) whether the present reference is bad in law for the reasons given in para Nos. 1 and 2 of the preliminary objections in the written statement ?

(2) whether the termination of services of Shri Ram Singh was justified and in order ? If not, to what relief is he entitled ?

Shri Rajinder Singh, Partner has appeared on behalf of the management as M.W. 1 and has proved the letter of appointment of the workmen Exhibit M. 1. According to him this workman has remained absent from duty from 16th July, 1971 to 23rd July, 1971. On the other hand, Shri Ram Singh workman has himself come into the witness-box and placed reliance upon the letter, dated 13th August, 1971 Exhibit W. 1 and postal receipt Exhibit W. 2, A.D. receipt Exhibit W. 3 and copy of the conciliation proceedings Exhibit W. 4.

The case has been fully argued on both sides and I have given a very considered thought to the contentions raised by the authorised representatives of the parties.

Issue No. 1.—There is not much to discuss with regard to this issue. There is no doubt a mention in term No. 13 of the letter of appointment Exhibit M. 1 that in case of removal from service the workman could raise a dispute only within one month of the communication of the order to him. On the face of it, this condition appears to be un-reasonable and unconsciousable. Even if it be assumed for the sake of argument that this was just condition of service, it is on record that the workman had protested against the termination of his services,—*vide* letter dated 13th August, 1971 Exhibit W. 1 which was addressed to the management under registered cover postal receipt Exhibit W. 2 and A. D receipt Exhibit W. 3. The management admittedly did not send any reply to the workman. There is another factor on record which further falsifies stand taken by the management. According to the workman conciliation proceedings had been started on his demand notice but the management had not shown any willingness to take him back on duty. He has placed on record a copy of the conciliation proceedings Exhibit W. 4. Shri Rajinder Singh, Partner M.W. 1 has denied in his cross-examination that any communication had been received from the Conciliation Officer. This is wrong. Exhibit W. 4 speaks for itself and the Conciliation Officer has mentioned in so many words that both the parties had fully participated in the conciliation proceedings which, however, ended in failure. No question was put to the workman. With regard to Exhibit W. 4 in his cross-examination. Otherwise also it can not be considered to be a false and fabricated documents. The conciliation Officer has after all no reason to make a false report with regard to the participation of the management in the conciliation proceedings. The statement of M.W. 1 on this point can not, therefore, be believed.

As for the alleged absence from duty of the workman from 16th July, 1971 to 23rd July, 1971 also the management has not brought on record any satisfactory evidence. The attendance register has not been produced nor any extract pertaining to the aforesaid dates on which he is said to have remained absent from duty.

It has further been argued on behalf of the management that this workman was only a probationer as per the terms and conditions of his appointment contained in the letter of appointment Exhibit M. 1 and, therefore, the management was justified in terminating his services. This plea of the management also appears to be devoid of force. A perusal of the letter of appointment Exhibit M. 1 would show that he was appointed on 13th January 1971 on probation for 6 months which ended on 12th July, 1971. There is nothing on the record to indicate that his performance had not up to the mark during this period and I have not been referred to any adverse report of his immediate officer.

From the facts discussed above, it would appear that the management has failed to bring on record cogent and convincing evidence that the workman concerned had actually remained absent from duty without any proper authorisation from 16th July, 1971 to 23rd July, 1971, and that being so, the question of automatic termination of his services as per item No. 7 of the contract of service,—*vide* appointment letter Exhibit M. 1 did not arise. The plea of the management to justify the termination on the ground of this being on probation has also not been sustained because on the expiry of the period of probation of 6 months as mentioned in the letter of appointment Exhibit M. 1 on 12th July, 1971, he automatically became a regular and permanent employee and could not, therefore, be removed from service with effect from 23rd July, 1971 as had been done without any charge-sheet and proper domestic enquiry. The impugned order of termination of the services of the workman can not, therefore, be justified on any ground.

It will not be out of place to mention here that according to the workman his wages were fixed at Rs 150 for 26 working days in a month, but later on he was paid only Rs 120 per month for 3 months which he had been getting under protest and since he insisted on the payment of his wages as originally fixed, the management got displeased and terminated his services. There seems to be no substance in this plea of the workman which is conspicuous by its absence both in the demand notice on which the dispute has been referred for adjudication and the statement of claim filed by him in the present proceedings.

So, taking into consideration all the facts and the circumstances of the case, I am satisfied that the termination of the services of the workman concerned is not justified and in order. The issue involved are, therefore, decided in his favour and against the management and, in the result, he is entitled to reinstatement with continuity of his previous service and full back wages as according to his statement in oath he has not been gainfully employed anywhere during the intervening period of his enforced un-employment. The award is made accordingly but without any order as to the costs.

Dated : 28th December, 1973.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.

No. 16, dated the 2nd January, 1974.

Forwarded (four copies) to the Secretary to Government of Haryana, Labour and Employment Departments Chandigarh, as required under section 15 of the Industrial Disputes Act, 1947.

O. P. SHARMA,
Presiding Officer,
Labour Court, Haryana,
Rohtak.